

REMARKS/ARGUMENTS

Claims 1-19 were pending in this application. Claims 1 and 13 have been amended. Claims 6 and 7 have been canceled. No claims have been added. Hence, claims 1-5 and 9-19 remain pending after entry of the amendments herein. Reconsideration of the subject application as amended is respectfully requested.

Claims 1-19 stand rejected under 35 U.S.C. § 102(b) as being unpatentable over the cited portions of U.S. Patent Publication No. 2002/0091573, to Hodes, *et al.* (hereinafter "Hodes").

Claims 1 and 13 have been amended to include subject matter from canceled claims 6 and/or 7. more particularly recite the Applicants' claimed invention.

Claim Rejections Under 35 U.S.C. § 102(b)

The Applicants respectfully traverse the rejections of all claims since Hodes does not teach or suggest each and every claim limitation, either expressly or inherently, as required for a proper rejection under 35 U.S.C. §102. Specifically, claim 1 includes, "receiving from a point-of-sale (POS) device a request at a host computer system to activate TRU-based services ... returning a message to the POS that indicates that the TRU-based services have been activated; ... and maintaining a record at the host computer system reflective of an account balance of a customer relating to the specific TRU-based services." Hodes does not teach this.

Hodes appears to teach various methods for purchasing products and services using a POS device. In some cases, the delivery of services appears to be facilitated by a data encoded card. In some cases the card is activated by a POS in communication with a transaction manager or a provider. But Hodes does not teach that the host computer system maintains a record reflective of an account balance of a customer as the Applicants claim. If an account balance is maintained, which Hodes does not teach, the balance would be maintained by the provider, since Hodes appears to teach nothing relating to post-activation communication. Claim 1 is, therefore, believed to be allowable, at least for this reason.

Moreover, Hodes also does not teach "receiving a request at the host computer system from a TRU relating to the specific TRU-based services to provide an activation status of

the specific TRU-based services; searching stored information at the host computer system for the activation status of the specific TRU-based services; [and] returning information that indicates the activation status of the specific TRU-based services." It appears that, according to the teachings of Hodes, once a card is activated, the provider determines the validity of the card for future delivery of services. Hodes teaches nothing relating to post-activation interaction with the system that activated the card. Hence, claim 1 is believed to be allowable, at least for this additional reason.

Claims 2-5 and 8-12 depend from claim 1 and are believed to be allowable, at least for the reasons stated above, some or all of which include additional limitations not taught by Hodes. Claim 11, for example, specifies that "the identifier that indicates the specific TRU-based services to be activated comprises a SKU# that relates generally to the TRU-based services to be activated." Hodes teaches nothing about the identifier comprising a SKU#.

Claim 13, as amended, also includes that the host computer system used to activate the services maintains a record reflective of an account balance of a customer relating to the services. As stated above, this limitation is not taught by Hodes, either expressly or inherently, as required for a proper rejection under 35 U.S.C. §102. Hence, claim 13 is believed to be allowable, at least for this reason, as are claims 14-16, which depend from it.

Claim 17 includes limitations relating to post-activation interaction between the TRU and the host computer system that activated the services, which interaction confirms the activation status of the services. As discussed above with respect to claim 1, Hodes does not teach post-activation interaction between the host computer system that activated the services and the TRU that provides the services. Claim 17 is, therefore, believed to be allowable, at least for this reason.

Claims 18 and 19 both include limitations relating to post-activation interaction between the host computer system that activated the services and the TRU that provides the services and also include limitations relating to maintain a record reflective of an account balance of a customer relating to the services. Claims 18 and 19 are, therefore, believed to be allowable, at least for this reason.

CONCLUSION

In view of the foregoing, Applicants believe all claims now pending in this Application are in condition for allowance. The issuance of a formal Notice of Allowance at an early date is respectfully requested.

If the Examiner believes a telephone conference would expedite prosecution of this application, please telephone the undersigned at 303-571-4000.

Respectfully submitted,

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